

One-rdg. \_\_\_\_\_  
P. Hrngs. \_\_\_\_\_  
Pgs. 12  
Filed: 03-29-16

Sponsored by: Fisk

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

COUNCIL BILL NO. 2016- 076

GENERAL ORDINANCE NO. \_\_\_\_\_

An Ordinance

1 AMENDING the Springfield City Code by repealing language contained in Chapter 98  
2 Streets, Sidewalks and Public Places, Article I In General, Section 98-8  
3 Outdoor Sculptures; and adding new regulations for Sculpture Walk.  
4 \_\_\_\_\_

5  
6 WHEREAS, the Sculpture Walk Springfield Committee (Sculpture Walk) wishes to  
7 obtain a permit from the City to place sculptures in the right-of-way; and  
8

9 WHEREAS, City Code Section 98-8 currently regulates outdoor sculptures on city  
10 right-of-way; and  
11

12 WHEREAS, the proposed amendments to the existing City Code language will allow  
13 the expansion of the placement of outdoor sculptures in the city right-of-way,  
14 accommodating the Sculpture Walk, while allowing the Director of Public Works to ensure  
15 the sculptures do not interfere with the intended use of the city right-of-way.  
16

17 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF  
18 SPRINGFIELD, MISSOURI, as follows, that:  
19

20 Section 1 - The Springfield City Code, Chapter 98 Streets, Sidewalks and Public  
21 Places; Article I In General; Section 98-8 Outdoor Sculptures, is hereby amended as  
22 follows:  
23

24 Note: Underlined language has been added and ~~stricken~~ language has been deleted.  
25

26 ARTICLE II. - IN GENERAL  
27

28 Sec. 98-8. - Outdoor Sculptures.

29 The director of public works, or his designee, may issue a permit to use a portion of  
30 the rights-of-way for outdoor sculptures ~~along Commercial Street between the streets of~~  
31 ~~Campbell Avenue and Robberson Avenue, and at the Jefferson Avenue Footbridge Plaza,~~  
32 subject to the following conditions:  
33

34 (1) The permittee shall be required to enter into a contract with the city, approved by  
35 the city manager and approved as to form by the city attorney, outlining the terms

36 and conditions for placing outdoor sculptures in the city's right-of-way. The permittee  
37 shall at all times comply with the contract, ordinances of the city, and the laws of the  
38 state, as well as applicable federal laws, rules and regulations dealing with use of  
39 rights-of-way.

40  
41 (2) A permit shall be granted to a permittee only in conjunction with an approved  
42 footprint for an outdoor sculpture that does not extend beyond the footprint area  
43 designated by the director of public works. ~~No more than four (4) such permits shall~~  
44 ~~be granted and in effect at any one time.~~ Such permits shall be in effect until revoked  
45 by the director of public works at his discretion, ~~or for a period of one (1) year after~~  
46 ~~issuance, whichever occurs first.~~

47  
48 (3) A permit shall be granted only in conjunction with an outdoor sculpture project  
49 conducted by the permittee. A permit may be granted upon a determination that the  
50 placement of an outdoor sculpture does not prevent the reasonable use of the city  
51 sidewalks or streets by the public and that it does not interfere with businesses in the  
52 area. The permittee shall limit the placement of outdoor sculptures to those areas  
53 approved and shall not place any sculpture that contains moving parts, lights or any  
54 other part that may confuse or distract drivers of vehicles. No sculpture may be  
55 placed pursuant to a permit that would violate any other ordinance of the city,  
56 including but not limited to ordinances dealing with signs.

57  
58 ~~(4) The permittee shall submit with the application for a permit a plan showing the~~  
59 ~~manner of disposal of any litter, trash or materials not a part of the outdoor sculpture~~  
60 ~~from the area immediately surrounding the sculpture. The permittee shall make~~  
61 ~~adequate provision for the disposal of litter and extraneous materials on or around~~  
62 ~~the sculptures, and shall maintain the premises used for the sculpture free of litter,~~  
63 ~~trash and extraneous materials. If the permittee does not keep the area of the~~  
64 ~~sculptures free of litter, trash and extraneous materials, the city reserves the right to~~  
65 ~~do so itself and to charge the permittee for the cost of the cleanup. This charge shall~~  
66 ~~be a private debt against the permittee, and failure to pay shall constitute cause to~~  
67 ~~revoke or not renew the permit.~~

68  
69 (5) The permittee shall agree to indemnify and hold harmless the city and its  
70 agents, employees and officers with respect to any claim arising out of the  
71 placement of the sculptures on city property. The permittee shall at all times maintain  
72 insurance or other security to protect the city from any liability which might arise from  
73 the activities in the area of the outdoor sculpture, in an amount to be determined by  
74 the law department of the city. The permittee shall submit copies of the insurance to  
75 the director of public works prior to placement of any sculptures at any permitted  
76 location for approval.

77  
78 (6) Before any work is performed on the sidewalk or street or other city property, the  
79 permittee shall submit a written plan describing the work. No work shall be  
80 performed on city property until the director of public works has authorized the work,  
81 the permittee has entered into a contract with the city, and a permit is issued by the

city to do the work. In no event shall the work exceed that which is described in the permit and/or contract as approved by the city.

(7) If the permittee violates any of the conditions of this article or conditions which are a part of the permit and/or contract, the director of public works shall have the authority to suspend or revoke the permit with forty-eight (48) hours' notice. The permittee shall thereafter terminate the use of the street or sidewalk or other city property and remove any outdoor sculpture at its sole expense. Any person who violates the conditions of a permit shall also be subject to penalties set forth in Section 1-7.

Section 2 – The section and subsection numbers shown herein shall be used unless the City Clerk or the codifier of the City Code assign a different section or subsection number to the language.

Section 3 – Savings Clause. Nothing in this ordinance shall be construed to affect any suit or proceeding now pending in any court or any rights acquired or liability incurred nor any cause or causes of action occurred or existing, under any act or ordinance repealed hereby. Nor shall any right or remedy of any character be lost, impaired, or affected by this ordinance.

Section 4 – Severability Clause. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance. The Council hereby declares that it would have adopted the ordinance and each section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid.

Section 5 – This ordinance shall be in full force and effect from and after passage.

Passed at meeting: \_\_\_\_\_

\_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_, City Clerk

Filed as Ordinance: \_\_\_\_\_

Approved as to form: Amanda R. Callaway, Assistant City Attorney

Approved for Council action: [Signature], City Manager

**EXPLANATION TO COUNCIL BILL NO: 2016- 076**

FILED: 03-29-16

ORIGINATING DEPARTMENT: City Manager's Office

PURPOSE: Amending the Springfield City Code by repealing language contained in Chapter 98, Article I, Section 98-8 Outdoor Sculptures to add new regulations to accommodate Sculpture Walk.

BACKGROUND INFORMATION: The Sculpture Walk Springfield Committee (Sculpture Walk), working with the Springfield Regional Arts Council has a mission "to encourage the artistic transformation of Springfield through outdoor sculpture, thus enhancing our quality of life and promoting economic development." Sculpture Walk will be a privately funded annually rotating exhibit of sculptures from across the nation. Initially 12 pieces will be displayed in center city this spring. Sculpture Walk plans to expand in the future to other compatible areas in Springfield such as historic Route 66, Commercial Street, the Boonville corridor, greenway trails and more. Of the initial 12 pieces, 10 will be located on city right-of-way and two will be located on private property.

City Code Section 98-8 currently allows sculptures in city right-of-way in certain locations. The proposed amendments will remove the geographic limits and allows the Director of Public Works to determine appropriate locations for sculpture placement in the city right-of-way and issue permits therefore. The proposed amendments will also require the permittee to maintain insurance and enter into a contract approved by the City Manager and approved as to form by the City Attorney. A sample contract is attached hereto as "Exhibit A."

Supports the following Field Guide 2030 goal(s): Chapter 1, Arts, Culture, and Tourism; Major Goal 5, Increase opportunities and support for public art and individual artists; Objective 5a: Achieve City Council adoption of inclusion of Public Art in area development plans; Objective 5c, Update inventory of public art in the area; Objective 5g, Continue to foster and build the community of artists and supporters of the arts by encouraging public and private collections and identifying and sustaining space for artists use and reuse community wide.

REMARKS: Staff worked with the Sculpture Walk Springfield Board over the past year to develop a framework to display public sculpture. The process included discussions at monthly committee meetings, extensive research, and smaller sub-committee meetings with staff and public representation. The Springfield Regional Arts Council, Sculpture Walk Springfield Board, Jordan Valley Advisory Committee and staff recommend approval.

Recommended by:

  
Tim Smith, Deputy City Manager

Approved by:

  
Greg Burris, City Manager

## Exhibit A

ROUTING ORDER	(1) ORIGINATING DEPARTMENT	(2) SRAC	(3) OWNER
	(4) LAW DEPARTMENT	(5) CITY CLERK'S OFFICE	
EFFECTIVE DATE	TERMINATION DATE	CONTRACT NUMBER:	
CITY		Springfield Regional Arts Council d/b/a Sculpture Walk Springfield	
CITY OF SPRINGFIELD  840 BOONVILLE, P.O. Box 8368  SPRINGFIELD, MO 65802		Name:	
		Address:	
Attention:		Attention:	
Department: <span style="background-color: yellow;">CHOOSE</span>		Phone:	Fax:
Phone:	Fax:		

### AGREEMENT FOR PLACEMENT OF OUTDOOR SCULPTURES ON CITY RIGHT-OF-WAY

This Agreement (Agreement) for placement of outdoor sculptures on city right-of-way is made and entered into on this \_\_\_\_ day of \_\_\_\_, 2016, by and between the City of Springfield, Missouri (City), the Springfield Regional Arts Council dba Sculpture Walk Springfield (SRAC/SWS) and the Owner (collectively, the Parties).

City: City of Springfield, Missouri  
840 N. Boonville  
Springfield, Missouri 65802

SRAC/SWS: Springfield Regional Arts Council  
411 N. Sherman Parkway  
Springfield, Missouri, 65802

Owner: \_\_\_\_\_

WHEREAS, the City is interested in fostering appreciation of the arts, and believes it can provide an opportunity to display artwork in public while bringing attention to its downtown area; and

WHEREAS, the SRAC/SWS has a mission of fostering appreciation of the arts, and supporting local Owners, by developing opportunities for them to display their art while supporting and promoting the City's downtown area; and

WHEREAS, Owner appreciates the opportunity to display their art in a public location for better visibility and marketability and agrees, at their own risk and discretion, to voluntarily loan their art for display in the designated public place.

NOW, THEREFORE, in consideration of the following terms and conditions, the parties agree as follows:

## 1. EXHIBITION.

a) The City, for the purpose of fostering appreciation of the arts, bringing attention to its downtown and providing Owners an opportunity to display their work in public, will allow certain outdoor sculptures to be displayed on public property in downtown Springfield. The locations of display will be determined by the City for approximately a ten month period, as defined in the attached Exhibit A, incorporated herein by reference.

b) The Owner of the artwork shall either be the artist that created the artwork or the individual who owns the rights to the artwork. The Owner voluntarily submitted the artwork described in Exhibit A for inclusion in this public exhibition. Owner affirmatively states by signing this Agreement that Owner has the right to display the artwork described in Exhibit A. Owner must provide a waiver of artist's rights if Owner does not own those rights. Further, Owner must provide a waiver complying with paragraph 6(c) of this Agreement from the artist.

c) SRAC/SWS agrees, upon Owner's delivery of selected artwork to the designated location, to pay Owner a One Thousand and 00/100 Dollar (\$1000.00) honorarium which shall constitute complete compensation to Owner for all services and artwork Owner provides under this Agreement.

## 2. INSTALLATION AND REMOVAL.

a) Transportation and delivery of the artwork to and from the designated location, including any associated costs to the City and/or SRAC/SWS, shall be the responsibility of the Owner. Delivery will be complete when the Owner delivers the artwork to the designated location in the city limits specified in Exhibit A. SRAC/SWS is responsible for transportation of the artwork from the designated location to the display location. Return of the artwork to the Owner shall occur on the Release Date, at a designated location within the City of Springfield, Missouri, and transportation on return shall be the responsibility of the Owner.

b) Installation and removal of the artwork in and from public display locations will be provided by SRAC/SWS, with Owner assistance. The City reserves the right to remove the artwork from the exhibition for any reason whatsoever, provided the City has first notified SRAC/SWS as to the reason for the intended removal. The City shall not be liable in any manner for damage to the artwork should the City remove the artwork pursuant to this paragraph.

## 3. DURATION OF LOAN.

a) The term of the Agreement shall be twelve (12) months from the date of execution by all parties; and

b) Release of artwork. The artwork described in this Agreement and Exhibit A will not be released from loan by the SRAC/SWS until the termination of the exhibition plus a reasonable

time allowance for removal from the exhibition, as determined in the SRAC/SWS discretion (the "Release Date"), except by prior written agreement between the Parties.

It is hereby agreed that the SRAC/SWS is entitled to exclusive possession of the artwork until the artwork has been released from loan. Unless otherwise agreed in writing by the Parties, the SRAC/SWS will surrender the artwork directly to the Owner on the Release Date.

c) Artwork retrieval and storage costs. After the exhibition ends, the artwork must be picked up by the Owner on or before the date specified on the Exhibit A. A storage fee of One Hundred and 00/100 Dollars (\$100.00) per week will be charged by the SRAC/SWS to the Owner during the six (6) months after the specified date. If the SRAC/SWS is unable to return the artwork to the Owner within six (6) months after the specified date, and no special arrangements have been made in writing by the Parties, then the SRAC/SWS shall consider the artwork abandoned by the Owner, and the Owner shall have no further claim of title to the artwork described herein. Thereafter, the SRAC/SWS shall have the right to dispose of the artwork in any manner whatsoever. In the event the artwork is considered abandoned by the SRAC/SWS, notice that the SRAC/SWS will dispose of the artwork pursuant to this section shall be provided to the Owner. This Agreement is binding upon and shall inure to the benefit of the Parties, heirs, executors, administrators, representatives, successors, and assigns.

In the event the City or SRAC/SWS incurs any costs associated with removal of the artwork arising out of or relating to the Owner's breach of this Agreement, the Owner shall reimburse the City and/or SRAC/SWS for those costs.

#### 4. CARE AND SAFEKEEPING.

a) SRAC/SWS shall be solely responsible for cleaning the artwork. SRAC/SWS shall notify the City when SRAC/SWS intends on cleaning so that City can work with SRAC/SWS to coordinate any necessary street or sidewalk closure.

b) Repair. In the event that the City, SRAC/SWS, or the Owner decides that the artwork requires repair in order to preserve public safety or to preserve the artwork, the City shall notify the Owner in writing, and the Owner shall be given the first opportunity to make the necessary repairs under City supervision, to coordinate any necessary street or sidewalk closure, and within a responsible time under the prevailing circumstances. If the Owner has not completed satisfactory repairs in a reasonable amount of time after notification that such repairs are required, or if the repairs must be completed immediately in order to ensure public safety or remove potentially offensive material, then the City and/or SRAC/SWS reserve the right to remove the artwork and SRAC/SWS will place the artwork in a safe location for storage. The City and SRAC/SWS shall not be liable in any manner for damage to the artwork should the City and/or SRAC/SWS remove the artwork pursuant to this paragraph.

#### 5. INSURANCE AND LIABILITY:

a) Risk of loss or damage of/to any of Owner's work by theft, vandalism, loss or damage while in transit to and from City, and while on City property shall rest solely on the Owner and City shall not be responsible for any such loss caused by any factor, even the negligence of the City, natural disaster, or any City employee and/or agent. If Owner desires to have insurance to insure the Owner's work from such risks, Owner will provide a certificate of insurance to the City prior to any delivery of Artwork to the City. In no event shall the City be liable to the Owner for special, indirect, or consequential damages.

b) General Liability Coverage. Without limiting any of the other obligations or liabilities of SRAC/SWS, SRAC/SWS shall secure and maintain at its own cost and expense, throughout the duration of this Agreement, Commercial General Liability Insurance, including coverage for Contractual Liability and Independent Contractor's Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million Seven Hundred Thirty-Four Thousand Five Hundred Sixty-Seven and no/100 Dollars (\$2,734,567.00) for all claims arising out of a single accident or occurrence, at least Four Hundred Ten Thousand One Hundred Eighty-Five and no/100 Dollars (\$410,185.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least One Million and 00/100 Dollars (\$1,000,000.00) for all claims to property arising out of a single occurrence, and at least One Hundred Thousand and 00/100 Dollars (\$100,000.00) to any one owner with respect to damages to property. SRAC/SWS agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorney's fees of SRAC/SWS, its employees, officers or agents. SRAC/SWS agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured party for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City. Regardless of such approval, it shall be the responsibility of SRAC/SWS to maintain adequate insurance coverage at all times during the term of this Agreement. Failure of SRAC/SWS to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability in general or under this Agreement.

The certificates of insurance, including evidence of the required endorsements hereunder or the policies shall be filed with the City within ten (10) days after the date of the execution of this Agreement and prior to delivery of the artwork to the City. All insurance policies shall require that the insurance company in question provide thirty (30) days written notice prior to modification or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to City of Springfield - Public Works, P.O. Box 8368, Springfield, MO 65801-8368.

In the event the scope or extent of the City's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo is broadened or increased during the term of this agreement by legislative or judicial action, the City may require SRAC/SWS, upon ten (10) days written notice, to execute a contract addendum whereby the SRAC/SWS agrees to provide, at a



price not exceeding SRAC/SWS actual increased premium cost, additional liability insurance coverage as the City may require to protect the City from increased tort liability exposure as the result of such legislative or judicial action. Any such additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

d) Indemnify and Hold Harmless. Except to the extent of the City's insurance obligations set forth above, SRAC/SWS and Owner shall indemnify, defend and hold harmless the City, its officers, employees and agents, from and against any and all loss, damage, injuries, claims, cause of causes of action, or any liability whatsoever resulting from, or arising out of, or in connection with SRAC/SWS's obligations or actions under this Agreement, including but not limited to damage to or destruction of the artwork, injury to the Owner, or any other damage resulting from the installation, location, maintenance, repair, replacement, or removal of the artwork regardless of the cause of said damage or destruction.

## 6. MISCELLANEOUS:

a) SCOPE. This Agreement only covers artwork displayed pursuant to the terms of this Agreement on City property. It is understood by the Parties that any artwork displayed by SRAC/SWS on private property is not part of this Agreement.

b) RIGHTS TO ARTWORK. The undersigned Owner hereby warrants that he/she created all of Owner's artwork and/or that Owner possesses all legal rights in them, and appoints SRAC/SWS as its agent for the purpose of exhibition of the works of art set forth in Exhibit A.

c) VISUAL ARTISTS RIGHTS ACT. The Owner, as the artist of the artwork specifically identified in Exhibit A, waives any rights they have pursuant to 17 U.S. Code § 106A in said artwork for the uses stated in this Agreement, including but not limited to, the outdoor placement of the artwork where the artwork may be exposed to the natural elements. If the Owner is not the artist of the artwork, the Owner shall provide a waiver from the artist of the above stated rights.

d) SALE. The City will not be a part of, or involved in, the private sale of any artwork.

e) PUBLICITY. The City and SRAC/SWS may use the Owner's name, images of the Owner's work, and other pertinent information to promote the exhibition in the media. The Owner grants permission to the City and SRAC/SWS to photograph or reproduce any and all artwork in the exhibition for publicity or documentation, without compensation. It is understood between the Parties that artworks in the exhibition may be photographed by the general public.

f) CONFLICTS. No salaried officer or employee of the City and no member of the City Council shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Any federal regulations and applicable provisions in Section 105.450 et seq. RSMo. shall not be violated. Owner covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Owner further

covenants that in the performance of this contract no person having such interest shall be employed.

g) NOTICE. Pursuant to this Agreement, notice shall be provided by personal delivery or via First Class, U.S. Mail, postage prepaid, to the addresses set forth at the beginning of this Agreement, or in the case of the Owner, to the address set forth on Exhibit A. Notice shall be effective three (3) calendar days following the date of mailing. The Parties may from time to time change the notice address provided in this section by notifying the other Parties as set forth herein.

h) ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties. Any amendments to this Agreement shall be made in writing and signed by all Parties.

i) APPLICABLE LAW AND VENUE. This Agreement shall be interpreted according to the laws of the State of Missouri. In the event of any dispute or controversy between the Parties, each party agrees that the Circuit Court of Greene County, Missouri, shall have exclusive jurisdiction to determine all issues between them and no cause of action can be brought in any other venue.

j) SEVERABILITY. If any provision of this Agreement is determined to be invalid or unenforceable, that determination will not affect the other provisions of this Agreement, which will be construed in all respects if the invalid or unenforceable provision was omitted.

k) DISCRIMINATION. The Owner and SRAC/SWS agree in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, sexual orientation, religion, handicap, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Owner or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder. The Parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a) and 41 C.F.R. § 60-741.5(a), if applicable.

i. The Owner and any subcontractor shall abide by the requirements of 41 C.F.R. § 60-300.5(a). This regulation prohibits discriminations against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

ii. The Owner and any subcontractor shall abide by the requirements of 41 C.F.R. § 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

l) COMPLIANCE WITH LAWS. Owner and SRAC/SWS agree to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of

services and products hereunder. Owner affirmatively states that payment of all local, state, and federal taxes and assessments owed by Owner is current.

m) GENERAL INDEPENDENT CONTRACTOR CLAUSE. This agreement does not create an employee/employer relationship between the Parties. It is the Parties' intention that the Owner will be an independent contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri revenue and taxation laws, Missouri workers' compensation and unemployment insurance laws. The Owner will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Owner's activities and responsibilities hereunder. The Owner agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the Owner and the City, and the City will not be liable for any obligation incurred by the Owner, including but not limited to unpaid minimum wages and/or overtime premiums. The Owner shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Worker's Compensation Program of the City.

IN WITNESS WHEREOF, the Parties hereto have caused this agreement to be executed on the day and year first written.

CITY OF SPRINGFIELD, MISSOURI

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM

\_\_\_\_\_  
Nicholas Woodman, Assistant City Attorney

SPRINGFIELD REGIONAL ARTS COUNCIL d/b/a SCULPTURE WALK  
SPRINGFIELD (SRAC/SWS)

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM

\_\_\_\_\_  
Heather Rooney McBride, Board Attorney

OWNER

\_\_\_\_\_